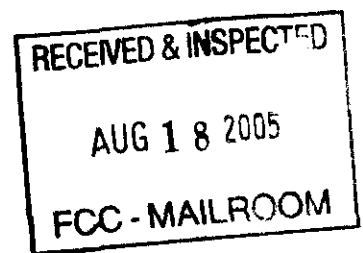


DOCKET FILE COPY ORIGINAL



"Subscriber Notification Report."

WC Docket No. 05-196

No. of Copies rec'd 045
List A B C D E

Alpha Phone Inc.
1279 37th Street
Brooklyn NY 11218
1-888-928-6423
www.alphaphone.com

August 9th 2005.

To whom it may concern,

In accordance with the rules and guidelines of the FCC, Alpha Phone Inc. continues to comply with the requests mandated by the FCC VoIP E911 Order.

Alpha Phone Inc. customers were notified regarding the limitations of emergency services associated with VoIP, via E-mail, Fax or Telephone.

Alpha Phone Inc has endeavored to obtain affirmative acknowledgements from our customers regarding their receipt of those limitations via E-mail, Fax or Telephone. Our "My Account" site forced them to go through the click through area regarding the VoIP E911 limitations, and how they are affected by the VoIP E911 limitations.

Alpha Phone Inc. has distributed warning stickers to our customers regarding the limitations of emergency services associated with VoIP Via Mail, and advised our customers that the stickers should be placed on, or near, their VoIP equipment. These stickers were mailed out from July 26th 2005 through July 29th 2005.

Alpha Phone Inc. customers were informed via Voicemail regarding emergency services associated with their VoIP account. These Voicemails were done twice in the past two weeks. The following is the actual transcript of the Voicemail that was sent on July 27th 2005.

"This is an important notice regarding emergency services associated with your VoIP account. There are critical limitations of your VoIP service related to 911 dialing that you need to be aware of. Please visit the "My Account" website associated with your service to learn of these limitations and complete a simple acknowledgement process by this Friday, July 29th. If you would prefer to receive notice of the 911

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limitations through a paper form, please contact your VoIP sales representative.

Because of an FCC Order, you must complete this process by July 29th to avoid an interruption in your VoIP service. We apologize for any inconvenience, and thank you for your cooperation in this process."

The following is the actual transcript of the Voicemail that was sent on August 3rd 2005

"This is a second notice regarding 911 services associated with your VOIP account. Due to an FCC order, you must read and acknowledge the limitations of your 911 services by August 29th, or we will be forced to suspend your service. Please visit your "My Account" website to complete this process. If you would prefer to receive this information on paper, please contact your sales representative. Thank you for your cooperation with this process."

Alpha Phone Inc. has sent the following letter regarding the limitations in VoIP service to our customer who **DO** reside in our current 911 "Footprint"

These notifications were sent from July 26th 2005 through July 29th 2005.

****** CRITICAL 911/E911 SERVICE LIMITATION AND SAFETY INFORMATION ******

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS, WHICH CONTAIN IMPORTANT SERVICE AND SAFETY INFORMATION AND IDENTIFY THE DIFFERENCES BETWEEN TRADITIONAL 911 SERVICE AND 911 SERVICE ASSOCIATED WITH VOIP. IF YOU DO NOT AGREE TO ALL OF THE BELOW TERMS AND CONDITIONS, YOU MUST DECLINE TO ACTIVATE AND/OR USE THE SERVICE, AND WILL BE PROVIDED WITH PRODUCT RETURN OPTIONS.

911/E911 SERVICE LIMITATIONS

WHEN YOU DIAL 911 ON YOUR PHONE, YOUR CALL WILL BE ROUTED TO EMERGENCY PERSONNEL RESPONSIBLE FOR THE SERVICE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE ("REGISTERED LOCATION"). EMERGENCY RESOURCES AND PERSONNEL WILL BE DISPATCHED TO THE REGISTERED LOCATION REGARDLESS OF YOUR ACTUAL LOCATION OR THAT OF YOUR PHONE. **YOU MUST CORRECTLY IDENTIFY THE ACTUAL SERVICE ADDRESS WHERE YOUR VOIP DEVICE (i.e. ADAPTER OR SIP PHONE) WILL BE LOCATED WHEN YOU REGISTER FOR THE SERVICE. FAILURE TO DO SO MAY RESULT IN FIRE, POLICE OR**

EMERGENCY SERVICES EITHER NOT BEING ABLE TO FIND YOUR LOCATION OR MAY SIGNIFICANTLY DELAY THEIR RESPONSE TIME. YOU MUST ACCURATELY REPORT YOUR SERVICE ADDRESS OR YOU MAY INCUR FINES OR OTHER PENALTIES RESULTING FROM DISPATCH OF EMERGENCY SERVICES

SHOULD YOU WISH TO MOVE YOUR SERVICE, YOU MUST UPDATE YOUR REGISTERED LOCATION AND MUST PROVIDE AT LEAST TEN (10) DAYS PRIOR NOTICE OF YOUR NEW SERVICE ADDRESS IN ORDER TO AVOID DELAYS AND LOSS OF 911 SERVICE. YOU MAY RECEIVE A NEW NUMBER ASSOCIATED WITH YOUR NEW LOCATION.

YOU ACKNOWLEDGE THAT THIS TYPE OF 911 SERVICE ASSOCIATED WITH VOIP HAS CERTAIN LIMITATIONS, WHICH YOU NEED TO UNDERSTAND BEFORE ORDERING:

(1) 911 EMERGENCY DIALING IS ONLY AVAILABLE ON APPROVED DEVICES OR EQUIPMENT AND UPON COMPLETION OF ORDER PROCESSING. IF YOU USE OTHER EQUIPMENT, 911 SERVICE MAY FAIL.

(2) 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP DEVICE (i.e. ADAPTER OR SIP PHONE) FAILS, IS NOT CONFIGURED CORRECTLY, OR IF YOUR SERVICE IS NOT WORKING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGE, BROADBAND SERVICE OUTAGE, NETWORK CONGESTION, SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF NON-PAYMENT OR LATE PAYMENT, OR IF YOU FAIL TO MEET THE MINIMUM TECHNICAL SERVICE REQUIREMENTS. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE YOUR EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE, INCLUDING FOR 911 PURPOSES.

YOU AGREE TO ADVISE ALL FRIENDS, GUESTS, FAMILY MEMBERS OR ANY OTHERS OF THESE LIMITATIONS WHO MIGHT PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT, AND UNDERSTAND THAT IT IS RECOMMENDED THAT YOU PLACE THE WARNING STICKER PROVIDED TO YOU ON, OR NEAR, YOUR VOIP DEVICE.

YOU ACKNOWLEDGE THAT YOU ARE OF LEGAL AGE TO CONSENT TO THE TERMS AND CONDITIONS OF SERVICE HEREIN (i.e. 18 YEARS OF AGE OR OLDER). YOU ACKNOWLEDGE YOUR RECEIPT OF THESE 911/E911 SERVICE LIMITATIONS, AND THAT YOU UNDERSTAND AND AGREE TO THEM. YOU ACKNOWLEDGE THAT THE LIABILITY OF ALPHA PHONE INC. IS LIMITED FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH IN THIS DOCUMENT, AND IN APPLICABLE TARIFFS AND/OR PUBLIC DISCLOSURES. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND INDEPENDENT RESELLERS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES,

FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

Alpha Phone Inc has sent the following letter regarding the limitations in VoIP service to our customer who **DO NOT** reside in our current 911 "Footprint"
These notifications were sent July 26th 2005 through July 29th 2005.

****** CRITICAL 911/E911 SERVICE LIMITATION AND SAFETY INFORMATION ******

Please read carefully the following terms and conditions, which contain important service and safety information. If you do not agree to all of the below terms and conditions, you must decline to activate and/or use the Service, and will be provided with product return options.

NO 911/E911 SERVICE

YOU ACKNOWLEDGE THAT THIS SERVICE IS NOT MEANT FOR USE AS A PRIMARY LINE OR LIFELINE SERVICE. YOU WILL NOT HAVE ACCESS TO TRADITIONAL 911/E911 SERVICES AND SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING THESE SERVICES. You understand that in order to have access to 911/E911 services you will have to maintain your local phone service. You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber, or Wireline local phone service and is intended for domestically originated long distance service only. Any local service is incidental to the primary purpose of the Service. You agree to inform any household residents, guests, and other third persons who may be present at the physical location where you use the Service as to the non-availability of 911 or E911 dialing from your service and device(s), including without limitation to supply or maintain existing conspicuous posting on the device of any caution or warning materials as may be appropriate. You also agree to make reasonable efforts and use reasonable judgment in informing such other users of the Service of the proper and specific operation and requirements of the Service or, alternatively, you agree to restrict third parties' access to the Service for any purpose.

All non-voice communications equipment, including but not limited to, home security systems (set up to make automatic phone calls), fax machines, modems, and medical monitoring devices, may not be compatible with the Service.

Service Outage

Power Outage: You acknowledge and understand that the Service as a whole does not function in the event of a power failure, which power source and maintenance of is your sole responsibility. Should there be an interruption in the power supply, the Service will not function

until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, connections or logins, prior to utilizing the service.

Broadband Service Outage: You acknowledge and understand that service outages or interruptions by your broadband provider will prevent ALL Service, and are your sole responsibility to maintain.

Limitation of Liability and Indemnification

You acknowledge that you are of legal age to consent to the terms and conditions of service herein (i.e. 18 years of age or older). You acknowledge your receipt of these emergency service limitations, and that you understand and agree to them. By accepting these terms and conditions, you waive any claim against Alpha Phone Inc., and its distributors and independent resellers, for interference with or disruption of non-voice communications equipment due to the Service. You acknowledge and understand that the liability of the Underlying Provider, its independent resellers and distributors is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document, and applicable Tariffs and/or Public Disclosures. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, INDEPENDENT RESELLERS, AND DISTRIBUTORS OF THE SERVICE, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

It is important to note that a huge percentage of our customers are located and based overseas in other International Countries, and that the VoIP E911 limitations might not affect them.

In our endeavor to fully comply with the FCC ruling, Alpha Phone Inc has sent the following letter regarding the limitations in VoIP service to our International based customers.

These notifications were sent from July 26th 2005 through July 29th 2005.

******CRITICAL EMERGENCY SERVICES LIMITATION AND SAFETY INFORMATION ******

Please read carefully the following terms and conditions, which contain important service and safety information. If you do not agree to all of the below terms and conditions, you must decline to activate and/or use the Service, and will be provided with product return options.

No Local Service; No Emergency Response Service (NO FIRE, POLICE, AMBULANCE)

YOU ACKNOWLEDGE THAT THIS VOIP SERVICE IS NOT OFFERED AS A PRIMARY LINE OR LIFELINE SERVICE, BUT AS A LONG DISTANCE SERVICE. YOU WILL NOT HAVE ACCESS TO TRADITIONAL EMERGENCY RESPONSE SERVICES (e.g. FIRE, POLICE, and AMBULANCE) AND SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING THESE SERVICES. You understand that in order to have access to fire, police, ambulance and other emergency response services (e.g. "999"/"112"/"911") you will have to maintain your local phone service. You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber, or Wireline local phone service and is intended for domestically originated long distance service only. Any local service is incidental to the primary purpose of the Service. You agree to inform any household residents, guests, and other third persons who may be present at the physical location where you use the Service as to the non-availability of emergency response dialing from your service and device(s), including without limitation to supply or maintain existing conspicuous posting on the device of any caution or warning materials as may be appropriate. You also agree to make reasonable efforts and use reasonable judgment in informing such other users of the Service of the proper and specific operation and requirements of the Service or, alternatively, you agree to restrict third parties' access to the Service for any purpose.

All non-voice communications equipment, including but not limited to, home security systems (set up to make automatic phone calls), fax machines, modems, and medical monitoring devices, may not be compatible with the Service.

Service Outage

Power Outage: You acknowledge and understand that the Service as a whole does not function in the event of a power failure, which power source and maintenance of is your sole responsibility. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, connections or logins, prior to utilizing the service.

Broadband Service Outage: You acknowledge and understand that service outages or interruptions by your broadband provider will prevent ALL Service, and are your sole responsibility to maintain.

Limitation of Liability and Indemnification

You acknowledge that you are of legal age to consent to the terms and conditions of service herein (i.e. 18 years of age or older). You acknowledge your receipt of these emergency service limitations, and that you understand and agree to them. By accepting these terms and conditions, you waive any claim against Alpha Phone Inc. and its distributors and independent resellers, for interference with or disruption of non-voice communications equipment due to the

Service. You acknowledge and understand that the liability of the Underlying Provider, its independent resellers and distributors is limited for any Service outage and/or inability to access emergency service personnel, as set forth in this document, and applicable Tariffs and/or Public Disclosures. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, INDEPENDENT RESELLERS, AND DISTRIBUTORS OF THE SERVICE, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO ACCESSING EMERGENCY RESPONSE SERVICES (e.g. FIRE, POLICE, OR AMBULANCE).**

Alpha Phone Inc. continues to notify our customers of VoIP E911 limitations. Our customers are clearly informed that if they do not complete the "click through" process acknowledging the VoIP E911 limitations, or sign a paper acknowledgement form via E-mail, Fax or Telephone acknowledging the VoIP E911 limitations their services will be suspended on **August 30th 2005**,

Currently over 35% of our customers have made affirmative acknowledgement with regards to their VoIP E911 limitations, the percentages are much higher if you would bear in mind how many of our customers are permanent overseas Internationally based customers. Alpha Phone Inc. estimates that 50% of customers will likely not complete the report by August 29th

Alpha Phone Inc. maintains a listing of all our customers and whether or not they have acknowledged the Voicemail, email, or Fax that was sent to them. In addition, there is a separate database that allows us to see which customers actually went through with the complete confirmation with regards to the VoIP E911 limitations, and at what stage they are up to in the confirmation process.

We shall continue to send Voicemails, e-mails, or Fax notifications in an attempt to achieve a 100% response from our customers.

Sincerely,
Jay Moskowitz
Alpha Phone Inc.
Director of Operations.
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Brooklyn NY 11218
1-888-928-6423
jay@alphaphone.com